## THE HONORABLE MARSHA J. PECHMAN

## UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC., Plaintiff,

NO. 2:22-cv-00856-MJP

KCD TRUCKING INC., a Washington corporation,

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PLAINTIFF'S MOTION FOR AND AFFIDAVIT FOR ENTRY OF DEFAULT JUDGMENT

Defendant.

Pursuant to Rule 55(b) of the Federal Rules of Civil Procedure, Plaintiff prays the Court for judgment against Defendant, KCD Trucking Inc.

This motion is based on documents on file with the court and upon the attached affidavit of Russell J. Reid and exhibits hereto, the Declaration of Hunter Hughes and exhibits thereto, which evidence Plaintiff is entitled to judgment against Defendant, KCD Trucking Inc..

DATED this day of September 2022.

REID, McCARTHY, BALLEW & LEAHY, L.L.P.

Ву:

Russell J. Reid WSBA #2560

100 West Harrison Street, N. Tower, #300

Seattle WA 98119

Telephone: (206) 285-0464

Fax: (206) 285-8925 Email: rjr@rmbllaw.com Attorney for Plaintiff

PLAINTIFF'S MOTION FOR AND AFFIDAVIT FOR ENTRY OF DEFAULT JUDGMENT – 2:22-cv-00856-MJP Page 1

Reid, McCarthy, Ballew & Leahy, L.L.P. ATTORNEYS AT LAW

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STATE OF WASHINGTON	)
	) ss
County of King	)

RUSSELL J. REID, being first duly sworn on oath, deposes and says:

- 1. I am one of the Plaintiff's attorneys and make this affidavit in support of Plaintiff's motion for judgment after entry of default.
- 2. Plaintiff Northwest Administrators, Inc. ("Northwest"), as the authorized administrative agent for and assignee of the Washington Teamsters Welfare Trust Fund (hereinafter "Trust"), brought this action to collect employee benefit contributions, liquidated damages, interest, attorney's fees and costs due by reason of Defendant's employment of members of the bargaining unit represented by Local 174 of the International Brotherhood of Teamsters (hereinafter "Local").
- 3. As evidenced by the records on file with the court, an Order of Default has been entered against Defendant. (See **Exhibit A** attached hereto).
- 4. As alleged by Plaintiff in paragraph I of its Complaint, it is a Washington corporation doing business in King County.
- 5. As alleged by Plaintiff in paragraph V of its Complaint, Defendant is a Washington corporation.
- 6. The Court has jurisdiction over the subject matter of this action under Section 502 (e)(1) and (f) of the Employee Retirement Income Security Act of 1974

PLAINTIFF'S MOTION FOR AND AFFIDAVIT FOR ENTRY OF DEFAULT JUDGMENT -- 2:22-cv-00856-MJP Page 2

("ERISA"), 29 U.S.C. §1132 (e)(1) and (f) and under Section 301 (a) of the Taft-Hartley Act, 29 U.S.C. §185 (a).

- 7. As alleged by Plaintiff in paragraph VI of its Complaint, Defendant is bound to a collective bargaining agreement (See, Hughes Dec, Ex. A) with the Local under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trusts at specified rates for each hour of compensation (including overtime, holidays, vacation and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local (such bargaining unit members are any of the Defendant's part time or full time employees who perform any work task covered by the Defendant's labor agreement with the Local, whether or not those employees ever actually join the Local).
- 8. As alleged by Plaintiff in paragraph VII of its Complaint, Defendant specifically accepted the Plaintiff's Trust Agreement. (Hughes Dec., **Ex. B**, Article IV, Section 2, p. 8).
- 9. By accepting the Trust's Agreement and Declaration of Trust, Defendant agreed to pay to the Trust liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions and interest at varying annual rates (see, Ex B attached hereto IRC 6621 Table of Underpayment Rates (a)(2)) accruing upon such contribution delinquencies, as well as reasonable attorneys' fees and costs the Trust incurs in connection with Defendant's unpaid obligations. (Hughes Dec., Ex. B, Article IV, Section 2, p. 8).

PLAINTIFF'S MOTION FOR AND AFFIDAVIT FOR ENTRY OF DEFAULT JUDGMENT - 2:22-cv-00856-MJP Page 3

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10. The Washington Teamsters Welfare Trust Fund sent its Notice of Delinquency letter dated May 24, 2022 to the Defendant for the period January through April 2022, which states, in part:

Trust records indicate payment has not been received for your employees for the employment month(s) of January through April 2022.

Failure to make this payment would violate your labor agreement and, pursuant to the Trust's delinquency policy and Article IV Section 2 of the Agreement and Declaration of Trust, if your payment and remittance report are not received by the Trust on or before the last business day of this month, liquidated damages of 20% will be assessed along with interest and collection fees.

(Hughes Dec, Ex. C)

- 11. Defendant delinquently paid its contributions for the period January 2022 in the amount of \$63.10 due February 10, 2022 and received on July 28, 2022 (Exhibit D),. Accordingly, Defendant is obligated to the Trust for liquidated damages in the amount of \$12.62 and interest (through 7/28/22) in the amount of \$0.87 for the period January 2022. (Defendant reported zero hours for the period February 2022 through May 2022).
- 12. Attached as **Exhibit E** to Hughes' Declaration is a spreadsheet showing the amounts due, their due dates, date paid, and calculations of interest and liquidated damages.
- 13. Plaintiff has incurred attorneys' fees of \$552.15 and court costs in the amount of \$482.00 in connection with Defendant's unpaid obligations. **Exhibit C**,

PLAINTIFF'S MOTION FOR AND AFFIDAVIT FOR ENTRY OF DEFAULT JUDGMENT – 2:22-cv-00856-MJP Page 4

attached hereto, sets forth the true and correct itemization of attorney and non-attorney time spent on this matter. The attorney's hourly rate does not incorporate the cost of work performed by non-attorneys. Consistent with *Trustees of Construction Industry v. Redland Insurance Company*, 460 F.3d 1253 (9th cir., 2006) the award of fees for both attorneys and non-attorneys is customary and fees for both attorneys and non-attorneys have been approved by numerous judges in the United States District Court for the Western District of Washington. True and correct copies of the Orders awarding fees and declarations showing the fees awarded were for work by attorneys and non-attorneys are attached hereto as **Exhibit D**.

- 14. The attorney fees incurred by Plaintiff include work performed by attorney, Russell J. Reid, and non-attorneys, Shelly Azus and Jennifer Zagelow.
- 15. Based upon the pleadings heretofore filed with the Court, upon the foregoing information and exhibits hereto, it has been evidenced as follows:
  - A. This action is properly within the jurisdiction of the Court and venue is proper;
    - B. Defendant is in default herein;
  - C. Defendant has contractual obligations to promptly and fully to report for and pay contributions to the Trusts at specified rates on behalf of each of Defendant's employees who is a member of the bargaining unit represented by the Local;

D. Defendant specifically accepted the Plaintiff Trust's Agreement and thereby agreed to pay Plaintiff's Trusts liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions and interest at varying rates accruing on the delinquent contributions from the date due until fully paid, as well as all attorneys' fees and costs including audit expenses if applicable, which Plaintiff incurs in the collection of all of Defendant's unpaid obligations;

E. Based on Defendant's delinquently paid contributions for the period January 2022, Defendant is obligated to the Trust for liquidated damages in the amount of \$12.62 and interest (through 7/28/22) in the amount of \$0.87.

- F. Defendant is further liable for attorney's fees of \$552.15 and court costs of \$482.00 for the period January 2022.
- 16. Accordingly, Plaintiff is entitled to take judgment against Defendant for the period January 2022 in the total amount of \$1,047.64: \$12.62 in liquidated damages; \$0.87 in pre-judgment interest; \$552.15 in attorneys' fees, and \$482.00 in costs.

I declare under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

 $/\!/$ 

Seattle WA 98119
Telephone: (206) 285-0464

Fax: (206) 285-8925 Email: rjr@rmbllaw.com Attorney for Plaintiff

SUBSCRIBED AND SWORN to before me this

\_\_day of September 2022.

SHELLY AZUS
NOTARY PUBLIC #68304
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 9, 2022

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Print Name: Shelly Azus

Notary Public in and for the State of Washington, residing at Covington WA My commission expires: 12-09-2022

PLAINTIFF'S MOTION FOR AND AFFIDAVIT FOR ENTRY OF DEFAULT JUDGMENT – 2:22-cv-00856-MJP Page 7

# EXHIBIT A TO RUSSELL J. REID'S AFFIDAVIT

ŧ 2 3 5 UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE 6 NORTHWEST ADMINISTRATORS, INC., 7 NO. 2:22-cv-00856-MJP 8 Plaintiff, 9 ٧. ORDER OF DEFAULT 10 KCD TRUCKING, INC., a Washington 11 corporation, 12 Defendant. 13 THIS MATTER having come on to be heard on the motion of Plaintiff, Plaintiff 14 appearing through its attorney, Russell J. Reid of Reid, McCarthy, Ballew & Leahy, 15 16 L.L.P., Defendant, KCD Trucking, Inc., failing to appear, good cause being shown, 17 and the Court being fully advised, now, therefore; 18 IT IS HEREBY ORDERED that Defendant, KCD Trucking, Inc., is in default. 19 20 DONE IN OPEN COURT this 15th day of August 21 22 /s/ Ravi Subramanian 23 UNITED STATES DISTRICT COURT CLERK 24 25 26 Reid, McCarthy, Ballew & Leahy, L.L.P. ORDER OF DEFAULT -- 2:22-cv-00856-MJP

100 WEST HARRISON STREET + NORTH TOWER, SUITE 300 SEATTLE, WASHINGTON 98119 TELEPHONE: {206} 285-0464 + FAX: (206) 285-8925

Motion & Affidavit for Default Judgment Page 9

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Presented for Entry by: Ву: \_ Russell J. Reid, WSBA 42560 Reid, McCarthy, Ballew & Leahy, LLP 100 West Harrison Street, N. Tower, #300 Seattle WA 98119
Telephone: (206) 285-0464
Fax: (206) 285-8925
Email: rjr@rmbllaw.com Attorney for Plaintiff Ħ 

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Reid, McCarthy, Ballew & Leahy, L.L.P.
ATTORNEYS AT LAW

100 WEST HARRISON STREET + NORTH TOWER, SUITE 300
SEATTLE, WASHINGTON 98119
TELEPHONE: (206) 285-0464 • FAX: (206) 285-8925

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Motion & Affidavit for Default Judgment Page 10

# EXHIBIT B TO RUSSELL J. REID'S AFFIDAVIT



**Employee Benefits Security Administration** 

## IRC 6621 Table of Underpayment Rates

Table of Interest Rates IRC 6621(a)(2) and (c)(1) Underpayment Rates From January 1, 1990 - September 30, 2022

Date	(a)(2) Underpayment Rates	(c)(1) Underpayment Rates
July 1 – September 30, 2022	5%	7%
April 1 – June 30, 2022	4%	6%
January 1 - March 31, 2022	3%	5%
October 1 - December 31, 2021	3%	5%
July 1 – September 30, 2021	3%	5%
April 1 - June 30, 2021	3%	5%
January 1 – March 31, 2021	3%	5%
October 1 – December 31, 2020	3%	5%
July 1 – September 30, 2020	3%	5%
April 1 - June 30, 2020	5%	7%
January 1 – March 31, 2020	5%	7%
October 1 – December 31, 2019	5%	7%
July 1 – September 30, 2019	5%	7%
April 1 – June 30, 2019	6%	8%
January 1 – March 31, 2019	6%	8%
October 1 - December 31, 2018	5%	7%
July 1 – September 30, 2018	5%	7%
April 1 – June 30, 2018	5%	7%
January 1 – March 31, 2018	4%	6%
October 1 – December 31, 2017	4%	6%
July 1 – September 30, 2017	4%	6%
April 1 – June 30, 2017	4%	6%

Date	(a){2) Underpayment Rates	(c)(1) Underpayment Rates
January 1 ~ March 31, 2017	4%	6%
October 1 - December 31, 2016	4%	6%
July 1 – September 30, 2016	4%	6%
April 1 – June 30, 2016	4%	6%
January 1 – March 31, 2016	3%	5%
October 1 – December 31, 2015	3%	5%
July 1 – September 30, 2015	3%	5%
April 1 – June 30, 2015	3%	5%
January 1 – March 31, 2015	3%	5%
October 1 – December 31, 2014	3%	5%
July 1 – September 30, 2014	3%	5%
April 1 - June 30, 2014	3%	5%
January 1 – March 31, 2014	3%	5%
October 1 – December 31, 2013	3%	5%
July 1 – September 30, 2013	3%	5%
April 1 - June 30, 2013	3%	5%
January 1 – March 31, 2013	3%	5%
October 1 - December 31, 2012	3%	5%
July 1 September 30, 2012	3%	5%
April 1 – June 30, 2012	3%	5%
January 1 – March 31, 2012	3%	5%
October 1 - December 31, 2011	3%	5%
July 1 – September 30, 2011	4%	6%
April 1 - June 30, 2011	4%	6%
January 1 – March 31, 2011	3%	5%
October 1 – December 31, 2010	4%	6%
July 1 – September 30, 2010	4%	6%
April 1 - June 30, 2010	4%	6%
January 1 – March 31, 2010 Motion & Affidavit for Default	4% Judament	6%

Date	(a)(2) Underpayment Rates	(c)(1) Underpayment Rates
October 1 ~ December 31, 2009	4%	6%
uly 1 – September 30, 2009	4%	6%
April 1 – June 30, 2009	4%	6%
January 1 March 31, 2009	5%	7%
October 1 December 31, 2008	6%	8%
luly 1 - September 30, 2008	5%	7%
April 1 – June 30, 2008	6%	8%
January 1 March 31, 2008	7%	9%
October 1 – December 31, 2007	8%	10%
July 1 – September 30, 2007	8%	10%
April 1 – June 30, 2007	8%	10%
January 1 – March 31, 2007	8%	10%
October 1 – December 31, 2006	8%	10%
July 1 – September 30, 2006	8%	10%
April 1: June 30, 2006	7%	9%
January 1 - March 31, 2006	7%	9%
October 1 – December 31, 2005	7%	9%
July 1 – September 30, 2005	6%	8%
April 1 – June 30, 2005	6%	8%
January 1 – March 31, 2005	5%	7%
October 1 – December 31, 2004	5%	7%
July I – September 30, 2004	4%	6%
April 1 – June 30, 2004	5%	7%
January 1 – March 31, 2004	4%	6%
October 1 – December 31, 2003	1%	6%
July 1 – September 30, 2003	5%	7%
April 1 – June 30, 2003	5%	7%
January 1 – March 31, 2003	5%	7%
October 1 – December 31, 2002	6%	8%

Date	(a)(2) Underpayment Rates	(c)(1) Underpayment Rates
July 1 – September 30, 2002	6%	8%
April 1 - June 30, 2002	6%	8%
January 1 March 31, 2002	6%	8%
October 1 ~ December 31, 2001	7%	9%
July 1 September 30, 2001	7%	9%
April 1 – June 30, 2001	8%	10%
January 1-March 31, 2001	9%	11%
October 1 - December 31, 2000	9%	11%
July 1 - September 30, 2000	9%	11%
April 1 ~ June 30, 2000	9%	11%
January 1 – March 31, 2000	8%	10%
October 1 - December 31, 1999	8%	10%
July 1 - September 30, 1999	8%	10%
April 1 – June 30, 1999	8%	10%
January 1 - March 31, 1999	7%	9%
October 1 – December 31, 1998	8%	10%
July 1 – September 30, 1998	8%	10%
April 1 – June 30, 1998	8%	10%
January 1 – March 31, 1998	9%	11%
October 1 – December 31, 1997	9%	11%
July 1 – September 30, 1997	9%	11%
April 1 – June 30, 1997	9%	11%
January 1 - March 31, 1997	9%	11%
October 1 – December 31, 1996	9%	11%
July 1 – September 30, 1996	9%	11%
April 1 – June 30, 1996	8%	10%
January 1 – March 31, 1996	9%	11%
October 1 – December 31, 1995	9%	11%
July 1 – September 30, 1995 Motion & Affidavit for Defaul	9% It Judgment	11%

Date	(a)(2) Underpayment Rates	(c)(1) Underpayment Rates
April 1 – June 30, 1995	10%	12%
January 1 – March 31, 1995	9%	11%
October 1 – December 31, 1994	9%	11%
July 1 – September 30, 1994	8%	10%
April 1 – June 30, 1994	7%	9%
January 1 – March 31, 1994	7%	9%
October 1 - December 31, 1993	7%	9%
July 1 - September 30, 1993	7%	9%
April 1 – June 30, 1993	7%	9%
January 1 – March 31, 1993	7%	9%
October 1 – December 31, 1992	7%	9%
July 1 – September 30, 1992	8%	10%
April 1 - June 30, 1992	8%	10%
January 1 – March 31, 1992	9%	11%
October 1 - December 31, 1991	10%	12%
July 1 – September 30, 1991	10%	12%
April 1 – June 30, 1991	10%	12%
January 1 – March 31, 1991	11%	13%
October 1 - December 31, 1990	11%	N/A
July 1 – September 30, 1990	11%	N/A
April 1 – June 30, 1990	11%	N/A
January 1 – March 31, 1990	1196	N/A

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Employee Benefit	s Security DisasterAssis	tance.gov	Office of Inspector General		Accessibility Sta	atement	
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# EXHIBIT C TO RUSSELL J. REID'S AFFIDAVIT

## Sheet2

	Northwest Administrators Inc. v. KCD TRUCKING INC.			
	Attorneys'/Non-Attorneys' Fees and Costs		1	
	FEES			
Date	Description	Tmkpr	Hours	Fees
	Reviewing new referral re KCD Trucking Inc.	RJR	0.13	\$23.4
	Process new referral; draft demand letter to employer	SA	0.30	
ri nazaa	TC to Sara re any payments received for 1/22 - 5/22; research registered			<u> </u>
	agent via internet; draft Summons, Complaint, Civil Cover Sheet; draft			2 2 4
	Corporate Disclosure Statement	SA	0.70	\$52.50
	Reviewing Complaint re KCD Trucking Inc.	RJR	0.25	\$45.00
	Scan and efile Summons, Complaint, Civil Cover Sheet with USDC; pay	1		1
6/17/2022	filing fee via court website	JZ	0.20	\$12.00
	Receive summons issued by USDC; prepare lawsuit for service on			1
6/22/2022	* · · · · · · · · · · · · · · · · · · ·	SA	0.20	\$15.00
	Scan and efile Proof of Service with USDC	JZ	0.10	\$6.00
. KWW LEIBE	Receive Order re Initial Disclosures etc. from USDC; docket court dates;			
	advise JH of court dates; calendar court dates for JH; prepare for mailing			
	to employer	SA	0.25	\$18.7
	Draft Motion & Affidavit of RJR; draft Proposed Order of Default	SA	0.30	
	Reviewing default documents re RJR Enterprises Inc.	RJR	0.25	
	Scan and efile default documents with USDC; email proposed Order to			al announce Traffic (To
7/27/2022		JZ	0.20	\$12,00
	Draft and prepare exhibits to be attached to Judgment documents; draft	1		
	Motion & Affidavit of RJR; draft Hughes' Declaration; draft proposed		•	
9/7/2022	Judgment	SA	2.50	\$187.50
	Reviewing Judgment documents re KCD Trucking Inc.	RJR	0.25	
-31.15.55	Scan and effle judgment documents with USDC; email proposed judgment	1		1
	to Judge; prepare courtesy copy of judgment documents to be delivered to			
9/13/2022	Judge's chambers	JZ	0.75	\$45.0
	TOTALS	ļ		\$552.1
		<u> </u>	1	1
	RJRRussell J. Reid, Attorney88 hrs @ \$180 pr hr = \$158.40	1	<del> </del>	·
	SA - Shelly Azus, Legal Assistant - 4.25 hrs @ \$75 pr hr = \$318.75		<del> </del>	<u> </u>
	271 07077 71240, E03417700704411 1120 1170 (S. \$1.0 pt. 112 40 101 10	l		
	JZ - Jenniler Zagelow, Office Assistant - 1.25 hrs @ \$60 pr hr = \$75.00		-	
		1		
	COSTS	<del> </del>	-	
Date	Description			Amount
6/17/2022		<del> </del>		\$402.0
	Process Service fee			\$80.0
	TOTAL		+	\$482.0

# EXHIBIT D TO RUSSELL J. REID'S AFFIDAVIT

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Bake Mineral Reports &	Locato 302 & 812 of al, v. Lou Russoll Construction, LLO			
***************************************	Allorhoys' Poos und Costs		1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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	Telephone call to Pally re any payments received for July 2012			The Parkers are assessed
	forward; research registered agent via internet; draft Summons.	1.	ĺ	1
11/27/2012	<u> 21Complaint, Olvil Cover Sheat</u>	lea .	0,80	\$30.0
11/27/2012	Reviewing complaint to Lee Russell Construction, LLO	BA RJR ""	0.28	\$37.0
	Soun and offe Summons, Complaint, Civil Cover Shaet with Harrow	T COLOR	Y'51X	
11/27/2012	pay filing foe via webelle	ST	0,40	ån i n
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11/28/2012	Receive oilulinal summons; prepare lawault for service on employer	eA.	200.00	ban n
12/8/2012	Gonn and ellie Proof of Bervice with USDC	191	0,20 0,10	\$12.0
位加约	Draft Mollon & Allidavit of RJR; draft Proposed Order of Default			\$6.0
12/2012/11/2	Reviowing default documents re Leo Ritesall Construction, LLC	SA E arman	0.30	\$10,0
10124111	Bean and ellie detault deciments with DSDC; await biobosed order	RJR	0,26	\$97.0
12/20/2012	go yngoo Loosu sag ond ddiada ddomeania Mill GohO! Blifst blohosid otabl	-w		
I EN RYIGH IM	Drult Mollon & Affidavil of RJR, Hinkle Declaration, Proposed	ST	0.20	\$12.00
410000000	Professor		1	
1/24/2013	OFFIRE HALF	SA	2.26	\$130,00
4/01/2004	the section from the section of the	j	7	*** 1.4-4-4-4
UKUKUJO	Reviewing Judgment documents to Lee Russell Construction, LLO	RJR	0.28	\$37.50
	Boan and ellie ludgment documents with USDO; email proposed	1	34/17/102	^
	Judgment to Judge	61	0,601	\$80,00
	TOTAL FEES	1/9120 0115		\$879.50
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	RJR - Russell J. Rold, Allomoy 78 Jrs @ \$150 pr hr = \$142.50	i	1	
	10 10 10 10 10 10 10 10 10 10 10 10 10 1			
I	SA - Shully Azus, Legal Assistant - 3.20 hrs @ \$00 pr hr = \$100.00	J	- 1	ļ
1		<del></del>	445194 53111	···
1.	ST - Shelly Ytahin, Oilice Assistant - 1.20 hrs @ \$60 pr hr = \$72.00	ļ	1	
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	COSTS			
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HANIKA IVII.	OTAL. COSYS	_4 0.0 + (174 167)		\$56,00
<del></del>	U I Min U U O I O			\$400.00

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THIS HONORABLE ROBERT'S, LASNIK

## UNLIED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATILE

LOCALS 302 AND 612 OF THE INTEXNATIONAL UNION OF OPERATING ENGINEERS CONSTRUCTION INDUSTRY HEALTH AND SHOURITY FUND, ot al.,

NO, C12-2072-R8L

ORDER OF JUDGMENT

Plaintiffs

٧,

LIS RUSSELL CONSTRUCTION, LLC, a Washington limited finality company,

Dofondant

### Summary of Indigment

Judgment Creditor: Operating Engineers Trust Funds Judgment Debtort Les Russell Construction, LLC Principal Judgment Amount: \$11,125.38 Liquidated Damages \$1,280.85 Interest to Date of Judgment: \$499,30 Attorneya Faca: \$379,50 Coatst \$405.00 Other Recovery Amounts: NONB Percent Interest on Principal: Twelve percent (12%) per minum Interest Rate on Costs: MONB Altorneys for Judgment Creditors Rold, Pederson, McCarthy & Ballow, L.L.P.

ORDER OF UDGMENT ~ C12-2072-REL Page 1 of 2 Character-inspiration in provincial institution in the contraction of the case of

Case 2:12-cv-02072-RSL Document 8 : Filed 02/05/13 | Page 2 of 2

THIS MATTER coming on for consideration upon Pluintiffs' motion for judgment against the Defendant, Plaintiffs being represented by their attorney, Russell J. Reld of Reld, Pederson, McCartiny & Bailow, L.L.P., Defendant not being represented, and the Coart having reviewed the records and file herein, including the affidavit of Russell J. Reld and the exhibits

therete and the Declaration of Patricia Hinkle and the exhibits therete in support of Pialutiffs'

motion, and being fully advised in the premises, now, therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiffs be and hereby are awarded judgment against Defendant in the amounts bereinafter listed, which amounts are due the Plaintiff Trusts by Defendant for its inclusive employment of members of the bargaining unit represented by Local 302 with which the Defendant has a valid collective bargaining agreement and which amounts are due by reason of its specific acceptance of the Declarations of Trust for the employment period July 2012 through November 2012: for contributions of \$10,486.06, for dues of \$639.32, for liquidated damages of \$1,280.85, for pre-judgment interest of \$499.30, for attorneys' fees of \$379.50, and for costs of \$405.00; all for a total of \$13,690.03.

JUDGMBNT BNTERED this 5th day of Pobruary, 2013.

///// () (ASAM) UNITED STATES DISTRICT HIDGE

ONDER OF JUDGMENT -- CL22072-R8L
Page 2 of 2
Page 2 may be the company of the contract of the

Case 2:12-ov-02072-RSL Document 6 Filed 01/28/13 Page 1 of 7

THE HONORABLE ROBERT'S. LASNIK

## UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SHATTLE

LOCALS 902 AND 612 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS CONSTRUCTION INDUSTRY LIBALITA AND SECURITY FUND, of al.,

Plaintiffe

LES RUSSELL CONSTRUCTION, LLC, A Washington limited liability company,

Defoudant.

ŇÖ. C12-2072-RST.

MOTION FOR AND APPIDAVIT FOR ENTRY OF DEVAULT JUDGMENT

Purament to Rule 55(b) of the Pederal Rules of Civil Procedure, Plaintiffs pray the Court for Judgment against Defendant, Los Russell Construction, LLC.

This motion is based on documents on file with the court, upon the attached affidayit of Russell J. Reld and exhibits hereto, and upon the Declaration of Patricia Highle and exhibits thereto, which evidence Plaintiffs are entitled to judgment against Defendant, Les Russell Construction, LLC.

MOYION FOR AND APPIDAVEL FOR BUTRY OF DEPAULT JUDUMBNT-012-2072-ROL Page I

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Motion & Affidavit for Default Judgment Page 24

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Case 2:12-ov-02072-RSI, Document 6 Filed 01/29/13 Page 2 of 7

DATHO this ASS day of AMERICA, 2013

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REID, PEDERSEN, MCCARTHY & BALLHW, LLLP.

Russell J. Rold, WEIGA #2560 Attorney for Plalutifity

### **ARMIDAVIT**

STATE OF WASHINGTON.

County of King

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RUSSBLL J. RHID, being first duly sworn on outh, doposes and says:

- I am one of the Plaintiffs! alternoys and make this affidavit in support of their motion for judgment after outry of default;
- 2. Plaintiffs brought this notion to collect contributions, dues, liquidated damages, interest, atterneys? Less and costs due them by reason of Defendant's employment of members of the bargaining unit represented by Local 302 of the international Union of Operating Engineers, with which the Defendant has a valid labor contract, and by reason of its acceptance of Plaintiff Trusts' Agreements & Declarations of Trust (hereinafter "Trust Agreements").
- 3. As evidenced by the records on file with the Court, an Order of Default has been entered against Defendant, (See Exhibit A attached).

MOTION FOR AND APPIDAVIT FOR BITTRY OF DEFAULT JUDGMENT—GIS-2012-RSL Pogo 2

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Case 2:12-ov-02072-RSL Document 6 Filed 01/28/13 Page 8 of 7

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- 4. The Court line jurisdiction over the subject matter of this action under Section 502
  (6)(1) and (f) of the Employee Retirement Income Security Act of 1974
  ("ERISA"), 29 U.S.C. §1132 (6)(1) and (f) and under Section 301 (a) of the Tate-Hartley Act, 29 U.S.C. §185 (a).
- 5. Vointo is propor in this district under Scotion SO2 (e)(2) of ERISA, 29 U.S.C. §1132 (e)(2), because plaintiff Trusts are administrated in this district.
- 6. As alleged in COUNT ONB, paragraph I of Plaintlifts' complaint, Plaintlift Trusts are unknownerated associations operating as Trust Fruids pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, under the respective names of Locals 302 and 612 of the International Union of Operating Engineers-Construction Industry Health & Security Fruid, Locals 302 and 612 of the International Union of Operating Engineers-Employers Construction Industry Retirement Pand, and Western Washington Operating Engineers-Employers Training Fund, to provide medical, retirement, and training benefits to cligible participants. Plaintliffs' offices we located in King County, Washington.
- 7. As alleged in COUNT ONE, paragraph V of Plaintiffs' complaint, Defendant is bound to a collective bargeling agreement (see, Minkle Dec., Ex. A) with Local 302 of the International Union of Operating Hagineers (hereinatter "Local"), under which Defendant is required to promptly and fully report for and pay monthly contributions to the Plaintiffs at varying, specified rates for each hour of componention Defendant pays to its employees who are members of the barguining

MOTION POR AND APPEDAVIT FOR ENTRY OF DRIAULT JUDGMENT — G12-2072-RSL Page 3

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Unit represented by the Local (such bargabiles unit members are any of Defendant's part time or full time employees who perform any work tacks covered by Defendant's labor contract with the Local, whether or not those employees actually join the Local). (see, Mukle Dec., Ex. B. D),

- 8. As alloged in COUNT ONE, paragraph VI of Plaintiffs' complaint, Defendant accepted Plaintiffs' respective Agreements and Declarations of Trust and thereby agreed to pay to each of Plaintiff. Trusts liquidated damages equal to twolve percent (12%) of all delinquent and delinquently paid contributions, or \$25,00 per month, whichever is greater, and twelve percent (12%) manual interest according upon each monthly contribution delinquency from the first day thereof and fully paid, as well as all attenties for and costs, including audit expenses if applicable, which Plaintiffs incur in the collection of all of Defendant's unpaid obligations. (see, Hightle Dec., Ex. B.D).
- 9. As alloged in COUNT TWO, paragraph I of Plaintiffs' complaint, Plaintiff Local 302 of the International Union of Operating Englacers is a labor organization with its principal offices in King County, and brings this action presument to Section 301 of the Labor Management Relations Act of 1947, as amended.
- As alleged in COUNT TWO, paragraph II of Plaintiffs' complaint, Defendant is a Washington limited liability company.

MOTION FOR AND ARRIDAVIT FOR HATRY OF DRIVAULT JUDGMENT -- C12-2072-REL.

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Case 2:12-cv-02072-RSL Document 6 Filed 01/28/13 Page 6 of 7

11, As alloged in COUNT TWO, paragraph III of Plaintiffs' complaint, Defoudant ontourd into an agreement with the Local, whereunder Defendant agreed to deduct from the periodic paycheeks of Defendant's employees who are represented by the Local specified amounts for each hour of compensation Defendant pays to those employees and to remit the total thus deducted each month to the Trusts no later than the fifteenth (15th) of the month immediately following the month in which anch deductions were made,

- 12. Defendant submitted its reports for the period July 2012 through November 2012. but falled to pay the enalclostly and does owed in the amount of \$11,125,38 to the Trust for that period. Accordingly, Defendant is obligated to the Trust Funds for contributions in the amount of \$10,486.06, for dues in the amount of \$639,32, for Ilquidated damages in the autount of \$1,280.85, and for interest (three 1/25/13) in the amount of \$499.30 for the period July 2012 through November 2012.
- Exhibit F attached to Patricia Minide's Duclaration reflects the date when 13. contributions were due, and also includes ententations of liquidated damages and pro-Judgment Interest.
- Pinintiff Trusts have incurred attorneys' fees of \$979.50 and court oasts of \$405.00 14. in connection with Defendant's unpaid obligations. (See, Ex. B attached hereto).
- Based upon the plendings heretofore filed with the Court, upon the foregoing 15. information and exhibits hereto, it has been evidenced as follows:

MOTION FOR AND APPIDAVIT FOR BNTRY OF DBPADIAT JUDGMINT - C12-2072-R8L

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Case 2:12-ov-02072-RSL Document 6' Filed 01/20/13 Page 6 of 7

- A. This action is properly within the jurisdiction of the Court and venue is proper;
- B. Defendant him contractual obligations to promptly and fully to report for and pay contributions and dues to Plaintiff Trusts on behalf of each of its employees who are members of the bargaining unit represented by the Local!
- C. Defendant specifically accepted the Plaintiff Trusts' Trust Agreements and thereby agreed to pay each of Plaintiff Trusts liquidated damages equal to twolve percent (12%) of all delinquent and delinquently paid contributions, or \$25.00 per month, whichever is greater, and twolve percent (12%) annual interest according upon each mentally contribution delinquency from the first day thereof until fully paid, as well as all attorneys fees and costs, which Plaintiff Trusts incurred in the collection of all of Defendant's unpaid obligations.
- 16. Defendant submitted his reports for the period July 2012 through November 2012, but falled to pay the contributions and dues owed in the amount of \$11,125.38 to the Trust for that period. Accordingly, Defendant is obligated to the Trust Funds for contributions in the amount of \$10,486.06, for dues in the amount of \$639.32, for liquidated damages in the amount of \$1,280.83, and for interest (thru 1/25/13) in the amount of \$499.30 for the period July 2012 through November 2012.
- 17. Plubliff Trusts incurred alternoys' these of \$379.50 and court costs of \$405.00 in connection with Defendant's impaid obligations.

MOTION FOR AND APPDAVITYOR BYTRY OF DEFAULT HIDDMENT -- GI2-2072-RSL Page 6

Rold, Polleren, McChrrhy & Bellow, L.L.n Attorneys at Lan 100 year transicon berger i month transa, suatumo Suatura, wasing tood bein Tolberough (1867 287 016) - each tron trons Ourgers

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Case 2:12-cv-02072-RSL Document 6 Filed 01/28/13 Page 7 of 7

18. Plaintiffs are entitled to take judgment against Defendant for the total amount of \$13,690.031 \$10,486.06 in contributions, \$639,32 in dues, \$1,280.85 in liquidated damages; \$499.30 in pre-judgment interest; \$379.50 in attorneys' fees and \$405.00 in costs.

I doulare under penalty of herjury under the laws of the United States of America, that the foregoing is true and correct.

Executed this 2014, day of January 2013, at Scattle, King County, Washington.

Rusuoli J. Roja, WSBA No. 2560

SUBSCRIBED AND SWORN to before me this 6357 day of January, 2013.



Print Name: Shelly Azde

Notary Public in and for the State of Washington, residing at Covington WA My commission expires: 12/9/14

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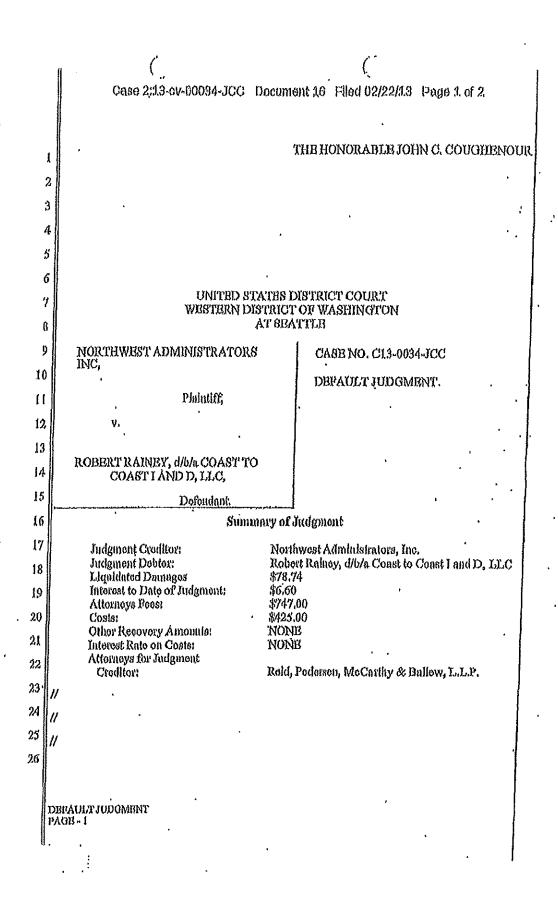
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Case 2:13-ov-00094-3GC Document 16 Filed 02/22/13 Page 2 of 2

THIS MATTER comes before the Court on Plaintiff's motion for default judgment against the Defendant. (Dkt. No. 13.) The metion is GRANTED. Plaintiff is awarded judgment against Defendant in the amounts hereinafter listed, which amounts are due the Plaintiff's Trust by Defendant for its inclusive employment of members of the bargaining unit represented by Local 631, with which the Defendant has a valid collective bargaining agreement, and which amounts are due by reason of its specific absorptance of the Declarations of Trust for the month of October 2012: for liquidated damages of \$78.74; for pre-judgment interest of \$6.60; for atterneys fees of \$747.00; and for costs of \$425.00 all for a total of \$1,257.34.

DATBD this 22nd day of February 2013.

John C. Coughenour

UNITED STATES DISTRICT JUDGE

DEPAULT JUDGMENT PAGE - 2

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Case 2:19-ov-00034-JCC Document 13 Flied 02/20/13 Page 1 of 0

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATED SETATS DESIRT COURT SET FAR TO TO TO TO THE BEATTES W.

NORTHWEST ADMINISTRATORS, INC., Philadit,

NO. C13-34-JCC

ROBERT RAINBY, d/b/a COAST TO COAST I AND D, LLC, an inactive Florida Builted Hability company, PLAINTIPP'S MOTION FOR AND ADDIDAVIT FOR ENTRY OF DEFAULT JUDGMENT

Builted Bubility company,
Defendant.

Pursuant to Rule 55(b) of the Federal Rules of Civil Procedure, Plaintiff grays the Court for judgment against Defendant, Robert Rulney, d/b/a Coast to Coast Land D. LLC.

This motion is based on documents on file with the court and upon the attached affidual of Russell J. Rold and exhibits heroto, the Declaration of Andrew Legner and exhibits thereto, which evidence Plaintiff is entitled to judgment against Defendant, Robert Rainey, albia Coust to Coust I and D, LLC.

DATED this 1574 day of Alkarday , 2013.

RHID, PEDERSEN, MCCARTAY & BALLEW, LLP.

Russell L. Reid, WSPA/2560 Attornoy for Plaintiff

PLAINTING MOTION FOR AND ARRIDAVIT FOR BRITRY OF DEFAULT LUDGMENT ~ GIS-4-4-CG

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. Case 2:13-ev-00034-JCC | Document 13 | Filed 02/20/13 | Page 2 of 6

## TIVACUITA

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County of King

RUSSELL J. REID, being first duly sworn on onth, deposes and says:

- 1. I am one of the Plaintiff's attorneys and make this affidavit in support of Plaintiff's motion for judgment after entry of default.
- 2. Plointiff Northwest Administrators, Inc. ("Northwest"), as the authorized administrative agent for and assigned of the Western Conference of Tennaters Pension Trust Fund (horomatter "Trust"), brought this action to collect employee bonefit contributions, liquidated damages, interest, attorney's fees and costs due by reason of Defendant's employment of members of the bargaining unit represented by Lucui 631 of the International Brotherhood of Tennaters (heromatter "Local"),
- 3. As evidenced by the records on file with the court, an Order of Default has been emoved against Defendant. (See Exhibit A attached hereto).
- 4: As alleged by Plaintiff in paragraph I of its Complaint, it is a Washington corporation doing business in King County.
- 5. As alleged by Plaintiff in paragraph V of its Complaint, Defendant is the President of Coast to Coast I and D. LLC, an inactive Blockia limited liability company.
- 6. The Court has jurisdiction over the subject matter of this action under Section 302

  (c)(1) and (f) of the Employee Retirement Income Security Act of 1974

PLAINTHES MOTION FOR AND APPIDAVIT FOR BITTY OF DEPAYIN JUDGMENT -- 013-34-JCC Page 2

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Motion & Affidavit for Default Judgment Page 35

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Case 2:13-ov-00034-JCC Document 18 Filed 02/20/13 Page 3 of 6

("ERTSA"), 29 U.S.C. §1132 (6)(1) and (f) and under Section 301 (a) of the Tata-Hardey Act, 29 U.S.C. §185 (a).

- 7. As alleged by Platutiff in paragraph VI of its Complaint, Defendant is bound to a collective bargaining agreement (See Larner Dec, Ex. A) with the Trust under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trust at specified rates for each hour of compensation (including evertime, holidays, vacation and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local (such bargaining unit members are any of the Defendant's part time or fail time employees who perform any work task surveyed by the Defendant's labor agreement with the Local, whether or not those employees ever notually join the Local).
- 8. As alloged by Plaintiff in paragraph VII of its Compilaint, Defaudant specifically accepted the Plaintiff's Trust Agreement. (Lorner Dec., Ex. B., Article IV, Section 3, pp. 6-7).
- 9. By accepting the Trust's Agreement and Decimentian of Trust, Defendant agreed to pay to the Trust liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions and interest at varying annual rates (see, Ilx B attacked hereto IRC 6621 Table of Underpayment Rates (a)(2)) according upon such contribution delinquencies, as well as reasonable attentors'

PLAINTHY MOTION FOR AND APPIDAYIT FOR BYTRY OF DEPAULT HINGMENT -- 013-34-3CC Page 3

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ATTOMINISATION
100 WAST HARRESON DIABET & HONTH TRIWON, SUITINGS
SHATTEL, WASHINGTON 20119
TELEPHONE, (2007) 187-9(1) \* MAN. (1001/2016) 21

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Case 2:13-cv-00034-3CC | Document 18 | Filed 02/20/13 | Page 4 of 6

Rons and costs the Trust Income in connection with Defendant's appeld obligations.

(Lorner Dec., Ex. 11, Article IV, Section 3, pp. 6-7).

10. Defendant made deligations payment of Trust contributions for the month of

- October 2012.

  11. Based on Defendant's delinquently paid contributions for the period October 2012,

  Defendant is accordingly obligated for liquidated demages in the amount of
  - B attached hereto) (through 1/17/13) In the amount of \$6,60 for the month of Ootober 2012.
- 12. Soo, Lerner Dec., Ex. D uttnohod thoroto, which is a sproudsheet sharving the amounts due, their due dates, dates of payment, and calculations of interest and liquidated damages.
- 13. Pluintiff has incorred attorneys' fees of \$747.00 and court costs of \$425.00 in connection with Doffindant's impaid obligations. (Exhibit C attached hereto).
- 14. Based upon the pleadings heretofore filed with the Court, upon the foregoing information and exhibits hereto, it has been evidenced as follows:
  - A. This notion is properly within the jurisdiction of the Court and venue is proper;
  - B. Defendant is in default heroin;
  - C. Defordant has contracted obligations to promptly and fully to report for and pay contributions to the Trast at specified rates on bound of each of

PLAINTIPP'S MOTION FOR AND APPIDAVITUOR BNTRY OF DEFAULT JUDGMENT -- G13-34-JCG Pago 4

Rold, Pederson, McCarthy & Balley, L.L.n Attornar at Law 1651/000T Habbishoribil' - northitown, Shithio Buatha, Washington and Taluhone (165)28566 - Pak (166) 201-1055 Outges

Motion & Affidavit for Default Judgment Page 37

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Case 2:19-cv-00094-JCC | Document 13 - Filed 02/20/13 | Page 5 of 6

Defendant's employees who is a member of the bargalular unit represented by the Land;

- D. Defendant specifically accepted the Plaintiff Trust's Agreement and thereby agreed to pay Plaintiff Trust liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions and interest at varying rates according on the delinquent contributions from the date due until fully paid, as well as all atterneys' fees and costs including audit expenses if applicable, which Plaintiff incurs in the collection of all of Defendant's unpaid obligations;
- E. Based on Defendant's delicquently paid contributions for the month of October 2012, Defendant la liable for liquidated damages of \$78.74, as well as interest in the amount of \$6.60 for the period of October 2012.
- P. Defendant is funder limble the atterney's fees of \$747.00 and costs of \$425.00.
- Accordingly, Plaintiff is cutified to take judgment against Defendant for the total amount of \$1,257.34: \$78.74 in liquidated damagos; \$6.60 in pre-judgment interest; \$747.00 in attorneys' fees, and \$425.00 in costs.

I declare rader pointly of perjury under the laws of the fitate of Washington, that the foregoing is true and correct.

Excepted this 157% day of Pohrnary, 2013, at Seattle, King County, Mashington.

Russoll J. Rold, WHISA 42560

PLAINTHER MOTION FOR AND APPROVIT FOR BNTRY OF DIFFAULT JUDOMBNT -- G13-64-JCC

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Reld, Pederson, McCorrly & Ballow, L.L.R.
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Case 2:13-cv-00034-3CC Document 13 Filed 02/20/13 Page 6 of 6

Y A STANSON OF WAR

Print Namer Shelly Alzns
Notary Public in and for the State of
Washington, residing at Covington WA
My commission expires: 12/09/14

PLAINTHER MOTION FOR AND APPIDAVIT FOR BNTRY OF DEPAMAT JUDGMENT -- CLE-44-JCC, POBO 6

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	Northwest Administrators, Inc. v. Curlin's Airfreight, Incorporated	.,		************
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l	commencing lawsuit for the period 9/12 forward; research registered agent via internet;	SA	0.60	\$60.00
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]	onclosing autoposns, wilness fee, milesge fee and cover letter to defendant for service on	ł		ļ
3/21/2013	defendant	[SA .'	. 0,50	\$50.00
1	Receive remittence reports from Defendant butsuant (o Subbooks) datculate amounts	[		
	aviad: draft and prepare exhibits to be alteched to Judgment documents; draft Mollon &	ļ.	1	
AISINISH 3	Affidavit of RJR, draft Declaration of Jim Helmers; draft Proposed Order	SA	2.60	
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HIVANGATA	TOTAL FEES	<u> </u>		\$809.50
}	10 1/14   Miles	, ,	١٠ ٠	
	RJR - Russell J. Rold, Allornsy75 hrs @ \$250 pr hr = \$187.50		,	******
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	COSTS	<del> </del>		
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	Description			\$360.00
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L	TOTAL COSTS	1		1. 10000:00

Case 2:13-cv-00213-RAJ Document 11 Filed 05/01/13 Page 1 of 2

THE HONORABLE RICHARD A. JONES

### UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintitf,

NO. C13-213-RAJ

DEFAULT JUDGMENT

CURTIN'S AIRFREIGHT, INCORPORATED, a California corporation,

Defendant.

### Summary of Judgment

Northwest Administrators, Inc. Judgment Creditor: Curtin's Airfreight, Incorporated Judgment Debtor: \$94,004.74 Principal Judgment Amount \$18,800.95 Liquidated Damages Interest to Date of Judgment: \$806.99 \$689.50 Attorneys' Fees: \$599,49 Costs: NONE Other Recovery Amounts: Three percent (3%) per annum Percent Interest on Principal: Interest Rate on Costs: Attorneys for Judgment Reld, Pedersen, McCarthy & Ballew, L.L.P. Creditor: 1

In accordance with the court's order granting Plaintiff's motion for default Judgment, the court awards judgment against Defendant in the amounts hereinafter listed, which amounts are due the Plaintiff's Trust by Defendant for its inclusive employment of members

JUDOMBNT -- C13-213-RAJ Page 1 of 2 Stoomblokheh chorologi) 3-211 my Administratury, Conky Alimida, definilt judgment.docx Case 2:13-cv-00213-RAJ Document 11 Filed 05/01/13 Page 2 of 2

of the bargaining unit represented by Local 624, with which the Defendant has a valid collective bargaining agreement, and which amounts are due by reason of its specific acceptance of the Declarations of Trust. The judgment consists of \$94,004.74 in unpaid trust contributions, liquidated damages of \$18,800.95, pre-judgment interest of \$806.99, attorneys' fees of \$689.50, and costs of \$599.49. The total judgment is \$114,901.67.

JUDGMENT ENTERED this 1st day of May, 2013

WILLIAM M. MCC	COOL
Clerk of Court	
/s Consuelo Ledesm	<u>ា</u>
Deputy Clerk	

JUDGMENT — C13-213-RAJ Pago 2 of 2 SUO en Double Choochegh 11-41) HV Administrus Contra Abricom - definult judgment. doox

# Case 2:13-cv-00213-RAJ Document 8 Filed 04/29/13 Page 1 of 6

2	'THE HONORABLE RICHARD A, JONES					
4						
5	UNITED STATES DISTRICT COURT					
6	WESTERN DISTRICT OF WASHINGTON AT SEATTLE					
7	NORTHWEST ADMINISTRATORS, INC., NO. C13-	213-RAJ				
8	Plaintiff,	2[J"MA#				
9		'S MOTION FOR AND TFOR ENTRY OF DEFAULT				
11	CURTIN'S AIRFREIGHT, JUDGMEN INCORPORATED, a California corporation,					
12	Defendant.					
13	Pursuant to Rule 55(b) of the Federal Rules of Civil Procedure, Plaintiff prays the					
14	Court for judgment against Defendant, Curtin's Airfreight, Incorporated.					
[5	This motion is based on documents on file with the court and upon the attached					
16 17	affiduvit of Russell J. Reid and exhibits hereto, the Declaration of James Helmers and exhibits					
18	thereto, which evidence Plaintiff is entitled to judgment against Defendant, Curtin's					
19	Alrifrelght, Incorporated.					
20	DATED this 281/ day of Affail , 20	13.				
21	REID, PEDERS	BID, PEDERSEN, McCAR'THY & BALLEW,				
22	LaLaP.	Made				
23	Russell J. Reld,	VSBX 112560				
24	Attorney for Pla	Attorney for Plaintiff				
26	PLAINTIPP'S MOTION FOR AND AFFIDAVIT FOR BNTRY OF DEFAULT JUDOMENT C13-213-RAJ Page 1	Reid, Pedersen, McCarthy & Ballew, e.e.n Attorners at law 100 West harmson strift • north towns, suite 100 Seattly, Washington 90119 Teluthonik (200) 205-0161 • Pax. (106) 285-6925 4-113/11-40				

Case 2:13-cv-00213-RAJ Document 8 Filed 04/29/13 Page 2 of 6

STATE OF WASHINGTON

County of King

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RUSSELL J. RBID, being first duly sworn on oath, deposes and says:

) as,

 I am one of the Plaintiff's attorneys and make this affidavit in support of Plaintiff's motion for judgment after entry of default.

APPEDAVIT

- 2. Plaintiff Northwest Administrators, Inc. ("Northwest"), as the authorized administrative agent for and assignce of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust"), brought this action to collect employee benefit contributions, liquidated damages, interest, attorney's fees and costs due by reason of Defendant's employment of members of the bargaining unit represented by Local 624 of the International Brotherhood of Teamsters (hereinafter "Local").
- 3. As evidenced by the records on file with the court, an Order of Default has been entered against Defendant. (See Exhibit A attached hereio).
- 4. The Court has jurisdiction over the subject matter of this action under Section 502 (c)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132 (c)(1) and (f) and under Section 301 (a) of the Taft-Hartley Act, 29 U.S.C. §185 (n).
- Venue is proper in this district under Section 502 (e)(2) of ERISA, 29 U.S.C.
   §1132 (e)(2), because plaintiff Trusts are administered in this district.

PLAINTING'S MOTION FOR AND AFFIDAVIT FOR INTRY OF DEPAULT JUDGMENT -- C13-213-RAJ Page 2

Reid, Pedersen, McCarthy & Ballew, L.L. II
ATTORNAYS ATLAW

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SEATTLE, WASHINGTON 98119
TELEPHONE, (206) 185-014 • FAX. (206) 185-8925
October 1

## Case 2:13-cv-00213-RAJ Document 8 Filed 04/29/13 Page 3 of 6

- 6. As alleged by Plaintiff in paragraph I of its Complaint, it is a Washington corporation doing business in King County.
- As alleged by Plaintiff in paragraph V of its Complaint, Defendant is a California corporation.
- 6. As alleged by Plaintiff in paragraph VI of its Complaint, Defendant is bound to a collective bargaining agreement (See Helmers Dec. Bx. A) with the Trust under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trust at specified rates for each hour of compensation (including overtime, holidays, vacation and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local (such bargaining unit members are any of the Defendant's part time or full time employees who perform any work task covered by the Defendant's labor agreement with the Local, whether or not those employees ever actually join the Local).
- 7. As alleged by Plaintiff in paragraph VII of its Complaint, Defendant specifically accepted the Plaintiff's Trust Agreement. (Helmers Dec., En. B, Article IV, Section 3, p. 6).
- By accepting the Trust's Agreement and Declaration of Trust, Defendant agreed to pay to the Trust liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions and interest at varying annual rates (see, Ex B attached hereto IRC 6621 Table of Underpayment Rates (a)(2))

PLAINTIFF'S MOTION FOR AND APPIDAVIT FOR ENTRY OF DEPAULT JUDGMENT - C13-213-RAJ Pago 3

Reid, Pedersen, McCarthy & Ballow, L.L.R.
Anturnays at Law
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# Case 2:13-cv-00213-RAJ Document 8 Filed 04/29/13 Page 4 of 6

accruing upon such contribution delinquencies, as well as reasonable attorneys' fees and costs the Trust incurs in connection with Defendant's impaid obligations, (Helmers Dec., Ex. B, Article IV, Section 3, p. 6).

- Defendant submitted its remittance reports for the months of September 2012 through March 2013 (Helmers Dec., Ex. C), but failed to pay the contributions owed for those months. Therefore, Defendant is obligated to the Trust for unpaid contributions for the months of September 2012 through March 2013 in the amount of \$94,004.74. Based on Defendant's unpaid contributions for the period September 2012 through March 2013, it is accordingly obligated for liquidated damages in the amount of \$18,800.95, as well as interest at the rate of three percent (3%) per amount (see Exhibit B attached hereto) (through 4/29/13) in the amount of \$806.99 for the months of September 2012 through March 2013.
- See, sprendsheet showing the amounts due, their due dates and calculations of interest and liquidated damages. (Helmers Dec., Ex. D).
- 11. Plaintiff has incurred attorneys' fees of \$689.50 and court costs of \$599.49 in connection with Defendant's unpaid obligations. Exhibit C, attached hereto, sets forth the true and correct itemization of attorney and non-attorney time spent on this matter. The attorney's hourly rate does not incorporate the cost of work performed by non-attorneys. Consistent with Trustees of Construction Industry v. Redland Insurance Company, 460 F.3d 1253 (9th cir., 2006) the award of fees for both attorneys and non-attorneys is customary and fees for both attorneys and non-

PLAINTIPP'S MOTION FOR AND AFFIDAVIT FOR BNTRY OF DEPAULT JUDGMENT -- C13-213-RAJ Pago 4

Reid, Pedersen, McCarthy & Ballew, L.L. R ATTORNESS ATLAW 100 WEST HARRISON STREET • NORTH TOWER, BLITTESOD SEATTLE, WASHINGTON 28119 THERHOME, (186) 105-065 • PAGE (186) 185-5925

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# Case 2:13-cv-00213-RAJ Document 8 Filed 04/29/13 Page 5 of 6

attorneys have been approved by numerous judges in the United States District Court for the Western District of Washington. True and correct copies of the Orders awarding fees and declarations showing the fees awarded were for work by attorneys and non-attorneys are attached hereto as Exhibit D.

- 12. The attorney fees incurred by Plaintiff include work performed by attorney, Russell J. Rold, and non-attorneys, Shelly Azus and Shelly Trahin.
- 13. Based upon the pleadings heretofore filed with the Court, upon the foregoing information and exhibits hereto, it has been evidenced as follows:
  - A. This action is properly within the jurisdiction of the Court and venue is proper;
  - B. Defendant is in default herein;
  - C. Defendant has contractual obligations to promptly and fully to report for and pay contributions to the Trust at specified rates on behalf of each of Defendant's employees who is a member of the bargaining unit represented by the Local;
  - D. Defendant specifically accepted the Plaintiff Trust's Agreement and thereby agreed to pay Plaintiff Trust liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid contributions and interest at varying rates according on the delinquent contributions from the date due until fully paid, as well as all attorneys' fees and costs, which Plaintiff incurs in the collection of all of Defendant's unpaid obligations;

PLAINTIPP'S MOTION FOR AND APPIDAVIT FOR ENTRY OF DEFACILT JUDGMENT -- C13-213-RAJ Pago 5

Reid, Pedersen, McCarthy & Ballew, L.L.R.
ATTORNEYS ATLAW

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OutStreet

Case 2:13-cv-00213-RAJ Document 8 Filed 04/29/13 Page 6 of 6

- B. Defendant submitted its reports for the period September 2012 through March 2013, but falled to pay the contributions owed in the amount of \$94,004.74 to the Trust for that period. Accordingly, Defendant is obligated to the Plaintiff's Trust for contributions in the amount of \$94,004,74, for liquidated damages in the amount of \$18,800.95, and for pre-judgment interest (through April 29, 2013) in the amount of \$806.99.
- P. Defendant is Author liable for attorney's fees of \$689.50 and costs of \$599.49.
- Accordingly, Plaintiff is entitled to take judgment against Defendant for the total [4. amount of \$114,901.67: \$94,004.74 in contributions, \$18,800.95 in liquidated damagos; \$806.99 in pre-judgment interest; \$689.50 in attornoys' fees, and \$599,49 in costs.

I declare under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

Executed this 2012 day of April, 2013; at Seattle, King County, Washington.

Russell J. Reid/WSPA #2560

BED AND SWORN to before me this 28

Print Name: Shelly Azas

Notary Public in and forther State of Washington, residing at Covington WA My commission expires: 12/09/14

PLAINTIFF'S MOTION FOR AND APPIDAVITION BNTRY OF DEFAULT JUDOMENT - C13-213-RAI Page 6

Rold, Pederson, McCartly & Balley, L.L.B. ATTORNING AT LAW

COC BTICKS, INVICT HINDE KORIANAKI TROWOO)

VIDAO HOTOHINAWI (JULIE KORIANAKI TROWOO)

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Motion & Affidavit for Default Judgment Page 48

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